

AGREEMENT FOR SALE

This Agreement for sale made at.....this.....day of..... in the year
Two
Thousand and

BETWEEN

RELIABLE REALITIES [PAN AAPFR 9758 M], a partnership firm incorporated and registered under Indian Partnership Act, 1932 having its office at: Plot No.5, Brahmpuri, Omkar Colony, Sangamnagar, Satara, Tahasil & District Satara, represented by its duly authorized signatory **Mr. Hemant Shankar Kadam** aged about 33 years, occupation: business, OR **Mr. Abhaysinh Vilasrao Bhosale**, aged about 40 years, occupation: business, OR **Mr. Suhas Shivaji Bagade**, aged about 35 years, occupation: business,

...Hereinafter *collectively* called as the "**PROMOTER**", which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors, executors, administrators, and assigns, **of the FIRST PART,**

AND

Mrs..... PAN
Mr..... PAN
Address.....,

...Hereinafter called as the "**THE ALLOTTEE**", which expression shall unless repugnant to the context or meaning thereof, mean and include its plural, his/ her/ their respective heirs, successors, executors, administrators and assigns, **of the SECOND PART,**

AND

- 01) Mr. Abhaysingh Vilasrao Bhosale**
Age: 33 Years; Occupation: Agriculturist & Business
Residing at: Koregaon, Tahasil Koregaon, District Satara.
PAN No. AJEPB 0974 B
- 02) Mr. Ranjeetsingh Sambhajirao Sawant**
Age: 45 Years; Occupation: Medical Profession & Agriculturist
Residing at: Koregaon, Tahasil Koregaon, District Satara.
PAN No. ASVPS 7708 Q
- 03) Mr. Rajendra Sacchinand Gosavi**
Age: 43 Years; Occupation: Medical Profession & Agriculturist
Residing at: Koregaon, Tahasil Koregaon, District Satara.
PAN No. AFRPG 9837 P
- 04) Mr. MITHUN ANIL BHANDARI**
Age: 34 Years; Occupation: Agriculturist & Business
Residing at: Koregaon, Tahasil Koregaon, District Satara.
PAN No. AFFPB 9846 R

Through duly constituted attorney of 1 to 4 jointly and severally **RELIABLE REALITIES Through its Partner & Authorized Signatory Mr. Hemant Shankar Kadam** aged about 33 years, occupation: business, OR **Mr. Abhaysinh Vilasrao Bhosale**, aged about 40 years, occupation: business, OR **Mr. Suhas Shivaji Bagade**, aged about 35 years, occupation: business,

..... Hereinafter referred to as the "**Owners**", (which expression shall unless repugnant to the context shall mean and include their respective heirs, executors, administrators and assigns) ... **OF THE THIRD PART**

W H E R E A S, all that piece and parcel of land bearing Plot No.3, area 2491.87 Sq.Mtrs., out of Gat No.15/1D+2B/3/5+15/1D+2B/3/6, situated at Village Vanvaswadi, Taluka Satara, District Satara is owned by the Owners herein;

AND WHEREAS the Owner herein, by duly stamped Development Agreement dated 18.06.2015 registered on the same day in Office of Sub- Registrar Satara at Sr. No.3696/2015, granted development rights, relating to the said Land, unto the Promoter herein, for implementation of Ownership Flats Scheme therein and further Power of Attorney dated 18.06.2015 registered at Sr. No. 3697/2015 on the same day in Office of Sub- Registrar Satara, empowered and authorized the Partners of the Developer, to sell, transfer, convey and/or assign the said land/s and/or parts thereof, either by implementing ownership flats scheme therein or otherwise and also to appropriate the consideration thereof;

AND WHEREAS by virtue of the Development Agreement/Power of Attorney and Sale Deed the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS the Hon'ble Collector of Satara, *vide* his order dated 25.03.2015 bearing No. MH/3/JAMIN/BI.SHE./SR/150/13, permitted non-agricultural use and construction of building on the land bearing Plot No.3 out of out of Gat No.15/1D+2B/3/5+15/1D+2B/3/6, for residential purposes under section 44 of the Maharashtra Lands Revenue Code, 1966.

AND WHEREAS the Hon'ble Collector of Satara, *vide* his order dated 22.07.2016 bearing No. MH/3/JAMIN/BI.SHE./SU.RE./SR-1A/16, granted revised construction permission of construction of building on the land bearing Plot No.3 out of out of Gat No.15/1D+2B/3/5+15/1D+2B/3/6.

AND WHEREAS the Promoter is developing the aforesaid land by constructing buildings which shall have common amenities for entire Plot. The Promoter is constructing 2 buildings of 7 number of floors comprising of Apartments in the housing complex named as "**RELIABLE HEIGHTS**" by using, utilizing and consuming the Floor Area Ratio / Floor Space Index ("FAR/FSI") to the extent permissible under standard Building Bye-Laws and Development Control Regulations ("DC REGULATIONS") of 'B' and 'C' class Municipalities Councils, framed under the Maharashtra Regional and Town Planning Act, 1966;

AND WHEREAS as the Promoter proposed to constructing buildings 'A' and 'B', having Parking Floor + Plinth + 7 floors, comprising of 84 residential units on land admeasuring 2491.87 sq.mt. underneath thereto. Which is more particularly described in the **FIRST SCHEDULE** hereunder written (Hereinafter referred to as "**the project land**") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney; The Project land is delineated in the Plan annexed herewith.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land;

AND WHEREAS the Allottee is offered an Apartment bearing number on the..... floor, (herein after referred to as the **said "Apartment"**) in the 'A' or 'B', building (herein after referred to as the said "Building") being constructed in the Project land-1 by 1 by the Promoter;

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect, Mr. SAGAR RAMCHANDRA PAWAR, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed **Mr. Shankar Lokhande as structural Engineer** for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's **Architect** and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by advocate of the Promoter, authenticated copies of extracts of Village Forms VII and XII showing the nature of the title of the Promoter to the Project land on which the Apartments/Shops are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by Deputy Director of Town Planning have been annexed hereto.

AND WHEREAS the authenticated copies of the building plans of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. onfloor in wing situated in the building No. 'A' Or 'B' being constructed in the said Project land;

AND WHEREAS the carpet area of the said Apartment is.....square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment;

AND WHEREAS the Apartment also has one attached balcony/terrace of an area admeasuring.....Sq.mt and an enclosed balcony of area admeasuring.....Sq.mt attached to the said Apartment for the exclusive use of the Allottee. Along with the proportionate common areas i.e. passage, lifts, staircases, covered parking's, open terrace, water tanks, septic tanks and such other amenities of common use of area admeasuring.....Sq.mt attached to the said building for the common use of the Allottee.

AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at No.; authenticated copy is attached herewith.

AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking (if applicable)

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter shall construct the said building/s on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottees in respect of any variations or modifications which may adversely affect the Apartment of the Allottees except any alteration or addition required by any Government authorities or due to change in law.

1(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ of the type _____ of carpet area admeasuring _____ sq. Mtrs on _____ floor in the building _____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed. for the total consideration of Rs. _____(In words Rs.) This total price includes price for proportionate common area admeasuring _____ sq. Mtrs and facilities appurtenant to the premises.

1(b) The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance consideration amount of Rs. _____ (Rupees _____) in the following manner:-

PAYMENT PLAN		AMOUNT
on completion of the Plinth of the building	35.00%	
on completion of the RCC structure of respective apartment	25.00%	
on completion of the brick work of respective apartment	10.00%	
on completion of the plaster work of respective apartment	10.00%	
on completion of the flooring work of respective apartment	10.00%	
on completion of the plumbing and electricals work of respective apartment	5.00%	
At the time of handing over of the possession	5.00%	
Total	100%	

1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax (VAT), Service Tax, Goods and Services Tax (GST)and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession.

1(d) The Total Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government

from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1(e) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(f) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/ direct the Promoter to adjust his payments in any manner.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/shop] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(b) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 2491.87 sq. Mtrs only and Promoter has planned to utilize Floor Space Index of 3313.76 sq. Mtrs and also premium area 602.50 sq. Mtrs by payment of premiums or FSI available as incentive on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are

applicable to the said Project. The Promoter has disclosed the Floor Space Index of 1 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1 The Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/shop] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post Ad at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The Promoter shall give possession of the apartment to the Allottee on or before 31ST day of October, 2018. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 6.1 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 6.2 Failure of allottee to take Possession of [Apartment/Shop], Upon receiving a written intimation from the Promoter as per clause 6.1, the Allottee shall take possession of the [Apartment/Shop], from the Promoter by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Shop], to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 6.3 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
- 7. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable). He shall use the garage or parking space only for purpose of keeping or parking vehicle.
- 8. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modification are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.

- 9.1 The Promoter shall, within three months of registration of the Society or Association, as aforesaid, cause to be transferred to the society all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and /or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies, as aforesaid, cause to be transferred to the Federation/ apex body of the Societies, all the right, title and the interest of the Vendor/Lessor/Original Owner/ Promoter and /or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other taxes by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay rs..... (rs.....only) as one time maintenance to the Promoter/Society such proportionate share of one time maintenance within 15 days after notice in writing is given by the Promoter to the Allottee.
10. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.
11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER
The Promoter hereby represents and warrants to the Allottee as follows :
- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
 - iv. There are no litigations pending before any Court of law with respect to the project land.
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/ wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
 - vi. The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Shop] which will, in any manner, affect the rights of Allottee under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Shop] to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities until handing over the possession;
 - xi. No Notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and /or the Project..
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society..
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or Apex Body or Federation may adopt at its inception and the additions, alterations or building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/ Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents with or without workmen and other, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and other, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- 15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as one time maintenance charges of the Co-operative Society or association towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.
17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :
After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/Shop] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot].
18. BINDING EFFECT:
Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.
19. ENTIRE AGREEMENT:
This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.
20. RIGHT TO AMEND:
This Agreement may only be amended through written consent of the Parties.
21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:
It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to

and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. SEVERABILITY :

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. FURTHER ASSURANCES :

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

24. PLACE OF EXECUTION :

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Satara.

25. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A. D. and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee

(Allottee’s Address).....

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

26. STAMP DUTY AND REGISTRATION :

The charges towards stamp duty and Registration fee of this Agreement along with Goods and Services Tax shall be borne by the allottee.

27. DISPUTE RESOLUTION :

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be reterred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

SCHEDULE – I

(Description of RELIABLE HEIGHTS Project Land of Building 'A' & 'B')

All that protion of land covered under Building 'A' & 'B' area admeasuring about 2491.87 Sq.Mtrs., bearing Plot No.3, out of Gat No.15/1D+2B/3/5+15/1D+2B/3/6, situated at Village Vanvaswadi, Taluka Satara, District Satara, which is bounded as follows: —

On or towards East : S.No.18
On or towards South : 18 Meter Width Road in approved Zone Plan
On or towards West : Non-Agricultural Plot out of S.No.15/1C
On or towards North : Open Space & 6 Mtrs Road in said Lay-out

SCHEDULE – II

(Description of the said Apartment in RELIABLE HEIGHTS Project)

All that piece and parcel of Flat / Aparment agreed to be sold by the Owner / Promoter to the Purchaser / Allottee having description as follows: —

Name of the Project	RELIABLE HEIGHTS
Name of the Building / Wing	'A' / 'B' Wing
On which Floor Apartment Situated	1 ST / 2 ND / 3 RD / 4 TH / 5 TH / 6 TH / 7 TH
Apartment Number	-----
Carpet Area of the Apartment	----- Sq.Mtrs., i.e. ----- Sq.Fts.,
Enclosed Balcony Area	----- Sq.Mtrs., i.e. ----- Sq.Fts.,
Area of the Terrace	----- Sq.Mtrs., i.e. ----- Sq.Fts.,
Proportionate Common Area	----- Sq.Mtrs., i.e. ----- Sq.Fts.,

SCHEDULE – III

(General Specifications of the said Apartment in RELIABLE HEIGHTS Project)

1. Earthquake resistant R.C.C. Structure
2. Construction in 6" External wall & 4" Internal Wall.
3. Internal Choona Plaster
4. External Spanj Plaster
5. Main Door & Bedrrom Doors in Plywood with Oil Paint, Flush Doors for W.C. & Bathrooms
6. G.I. Door Frames
7. Aluminum Sliding Windows along with safety grills in 2 tracks.
8. Vitrified Tiles in all Rooms
9. All light fittings in casing capping
10. Oil-Bond Paint for all internal walls
11. Cement Paint for all external walls
12. For Kitchen – Granite Kitchen Top with Sink
13. Three Feet Glazed Tiles above Kitchen Top
14. Glazed Tiles upto Window level for Bathrooms
15. Anti-skit Floor Tiles in Bathrooms

16. Hot & Cold Water Mixture Unit & total canceled plumbing plines in Bathroom
17. Three Feet Glazed Tiles & Regular size Indian Pan Pot in W.C.

ANNEXURES

- A. Master Lay-out of the said Project
- B. 7/12 Extract of said Land
- C. Non-Agriculture Order
- D. Sanctioned Building Plan
- E. Title Certificate of Advocate
- F. Index-II of Development Agreement with Land Owner
- G. Index-II of Power of Attorney with Land Owner
- H. Index-II of Power of Attorney given by Partnership Firm RELIABLE REALITIIES
- I. Copy of Registration Certificate under RERA Act, 2016
- J. Declaration made by Promoter regarding Power of Attorneys
- K. Declaration of Promoter regarding Non-Allotment of Parkings

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to
Description of the freehold/leasehold land and all other details

Second Schedule Above Referred to
Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED	THUMB IMPRESSION	PHOTO
ALLOTTEE :- Sign Name		
ALLOTTEE :- Sign Name		
PRAMOTOR :- Sign Name		

WITNESS NO. 1 Sign Name Address		
WITNESS NO. 2 Sign Name Address		